

STATE OF ILLINOIS

COUNTY OF C O O K

IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT - CHANCERY DIVISION

PEOPLE OF THE STATE OF ILLINOIS

Plaintiff,

-vs-

FILM RECOVERY SYSTEMS CORPORATION,
et al.,

Defendants.

EPA Region 5 Records Ctr.



351338

NO. 83 CH 3812

RECEIVED
JUL 22 1983

WASTE MANAGEMENT
BRANCH

AGREED ORDER

NOW COME Plaintiff, People of the State of Illinois,
by Neil F. Hartigan, Attorney General of the State of Illinois,
and Defendants Film Recovery Systems Corporation, Metallic
Marketing Systems Corporation, Livco, Inc., Eagle Trailer, Inc.,
Trailers Unlimited, Inc., HBE Trailer Corporation, American
Interstate Leasing, Inc., J. Fiorito Leasing Company, Flexi-
Van Leasing, Inc., J's Mobile Semi-Tailer Repair, Inc., Red Devil
Manufacturing Company, Inc., Alden's, Inc., and First Industrial
Corporation, by their respective counsel and hereby agree and
stipulate to the entry of the following order:

1. All action taken pursuant to this order shall be
under the supervision of the Illinois Environmental Protection
Agency, the United States Environmental Protection Agency, and
Cook County Department of Environmental Control.

2. PetroChem Services, Inc., is designated contractor
to perform all actions pursuant to this order.

3. At all Chicago area trailer locations, identified on attachment A hereto, PetroChem shall as expeditiously as possible, beginning no later than May 26, 1983:

- a. Unload all cyanide chips from trailers;
- b. Chemically detoxify all chips at each trailer site;
- c. Chemically decontaminate each trailer;
- d. Certify that each site has been decontaminated and all chips are detoxified;
- e. Upon certification by PetroChem and Illinois Environmental Protection Agency that the chips are detoxified, and the trailers have been decontaminated, replace all chips in the decontaminated trailers.

4. At the Dixon site, identified in Attachment B hereto, PetroChem shall as expeditiously as possible, beginning no later than May 26, 1983:

- a. Chemically detoxify all chips at the Dixon site;
- b. Chemically decontaminate all buildings at the Dixon site;
- c. Certify that the Dixon site and all chips have been decontaminated and detoxified;
- d. Upon certification by PetroChem and Illinois Environmental Protection Agency that the chips are detoxified and the Dixon site has been decontaminated, replace all chips in the decontaminated buildings.

5. The following trust funds are established under supervision of the Court:

- a. A fund containing \$180,000 which will immediately be paid by Defendant Film Recovery Systems Corporation. Thomas Royce, Esq., is appointed trustee without fee.
- b. A fund containing \$70,000 for which John Morrison, Esq., is appointed trustee without fee. Defendant trailer companies, Livco, Inc., Eagle Trailer, Inc., Trailers Unlimited, Inc., HBE Trailer Corporation, American Interstate Leasing, Inc., J. Fiorito Leasing Company and Flexi-Van Leasing, Inc. shall, no later than 24 hours prior to the date that the work specified in ¶3 hereof takes place as to each respective party listed in this ¶5 b, shall pay into this fund a pro rata share of the total \$70,000 based on the ratio that the contaminated trailers for which each party, listed in this ¶5 b is responsible, bears to the total number of contaminated trailers, including those leased by Gemini Leasing Company, which is not a party to this agreed order.
- c. A fund into which will be paid all proceeds of any sale of detoxified chips. No money will be expended from the fund without order of court. This fund will be available for, but not limited to claims and cross-claims of any party hereto, including security costs and penalties or other uses as the equities may require and as the Court may direct. Thomas Royce, Esq., is appointed trustee without fee.

6. Defendants under supervision of Illinois Environmental Protection Agency may take and retain approximately one pound of contaminated chips per trailer for evidentiary purposes.

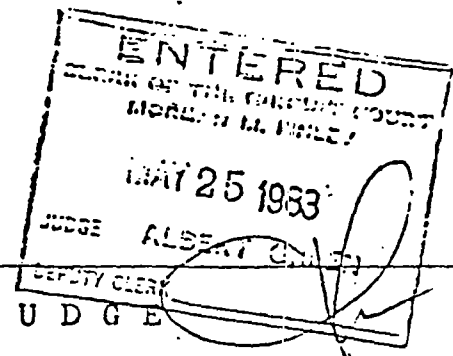
7. Any money recovered from Defendant Bil-Mac Express, Inc., may be used to reimburse Defendants pro rata for money placed in the fund set up in paragraph 5 (b).

8. The Illinois Environmental Protection Agency shall maintain security at all sites until such time as it has been determined that they are decontaminated.

9. The time within which all parties to this agreed order must move, answer or otherwise plead is extended to June 30, 1983.

10. This order shall remain in full force and effect until further order of the Court.

ENTER:



DATED: May 25, 1983.

ATTACHMENT A

Chicago area trailer sites:

1. Eagle Trailer Inc.
7710 West 57th Street
Summit, IL
2. Livco, Inc.
6700 West 103rd Street
Chicago Ridge, IL
3. Trailers Unlimited
8765 West Joliet Road
McCook, IL
(J's Mobile Semi-Trailer Repair)
- ✓ 4. American Interstate Leasing, Inc. ✓
5000 West Roosevelt Road
Chicago, IL
(Aldens, Inc.)
- ✓ 5. J. Fiorito Leasing. ✓
3739 North Podlin
Franklin Park, IL
- ✓ 6. J. Fiorito Leasing
5995 North River Road
Rosemont, IL
(Red-Devil Manufacturing)
- ✓ 7. Flexi-Van Leasing
2200 Higgins Road
Elk Grove Village, IL
(General Diesel)
- ✓ 8. HBE Trailer Corporation
15W580 Frontage Road
Hinsdale, IL
9. Gemini Leasing
6201 South East Avenue
Hodgkins, Illinois

ATTACHMENT B

Dixon site:

Building 107 and 115
Green River Industrial Park
Route 40
Dixon, IL

IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT - CHANCERY DIVISION

PEOPLE OF THE STATE OF ILLINOIS,)
)
Plaintiff,)
)
-vs-)
)
FILM RECOVERY SYSTEMS CORPORATION,)
et al.,)
)
Defendants.)

NO 83 CH 3812

RECEIVED
JUL 23 1983

WASTE MANAGEMENT
BRANCH

ORDER

This cause coming on to be heard upon Plaintiff's motion,
the court having jurisdiction over the subject-matter herein and counsel
for Defendants being present:

IT IS HEREBY ORDERED:

1. The Agreement between the Illinois Environmental Protection
Agency and Petrochem Services, Inc., attached hereto as Exhibit A, is
hereby approved by this Court, *as to substance and form.*

2. Thomas Royce, Esq., as trustee of a fund established
pursuant to an Agreed Order entered by this Court on May 25, 1983 shall
immediately pay over to Petrochem Services, Inc. \$150,000 of the
\$180,000 in said fund.

3. Defendant trailer companies Gemini Leasing Company, Live
Inc., Eagle Trailer, Inc., Trailers Unlimited, Inc., J. Fiorito Leasing
Company and Flexi-Van Leasing, Inc., shall immediately pay into a second
fund established by the Agreed Order of May 25, 1983 for which John

Morrison, Esq., is the trustee, their pro-rata share to equal a total of \$70,000 in said fund.

4. The State of Illinois shall continue to ensure that adequate security remains at all sites.

5. This cause is set for status on Monday, June 20, at 9:00 a.m. without further notice.

ENTER:

ENTERED	
CLERK OF THE CIRCUIT COURT	
MORRISON vs. FOLEY	
JUN 17 1983	
JUDGE	ALBERT GREEN
DEPUTY CLERK	

Dated: June 16, 1983

AGREEMENT BETWEEN THE ILLINOIS
ENVIRONMENTAL PROTECTION AGENCY
AND PETROCHEM SERVICES, INC.

FILED
JUN 17 1983
LEMON, ILL. FINLEY, Clerk

This Agreement is entered into this 16th day of June, 1983 by and between the Illinois Environmental Protection Agency (hereinafter the "IEPA") and Petrochem Services, Inc., a Delaware corporation, with its principal place of business in Lemont, Illinois (hereinafter "Petrochem").

WHEREAS, the State of Illinois, by Neil F. Hartigan, Attorney General of the State of Illinois, has commenced a civil lawsuit in the Circuit Court of Cook County, Illinois, entitled People of the State of Illinois v. Film Recovery Systems Corporation, et al., No. 83 CH 3812 (hereinafter the "Civil Action");

WHEREAS, the Civil Action was commenced against certain persons (hereinafter "the Defendants") for the reason that it was believed that they have been and are responsible for the storage of cyanide-treated photographic film chips in certain trailers and buildings and surrounding same in a manner that was and is believed to be hazardous to the People of the State of Illinois;

WHEREAS, the Civil Action has proceeded to an Agreed Order dated May 25, 1983 (hereinafter the "Agreed

Order") in which some of the Defendants have been ordered to pay into certain funds (hereinafter the "Funds", the "Dixon/Cook County Fund", or the "Cook County Fund") established under the supervision of the Court, for the satisfaction of at least a part of the costs of abating the hazards created by the Defendants;

WHEREAS, Petrochem has been designated by the Agreed Order to perform actions pursuant to the Agreed Order;

WHEREAS, the Agreed Order declares that all action taken pursuant to the Order shall be under the supervision of the IEPA, the United States Environmental Protection Agency and the Cook County Department of Environmental Control;

WHEREAS, the IEPA pursuant to the Agreed Order and as a duly authorized agency of the State of Illinois has requested Petrochem to perform the certain services hereinbelow described for the purposes of eliminating certain of the hazards created by the Defendants;

WHEREAS, Petrochem desires to perform said services upon the terms and conditions hereinbelow described;

NOW, THEREFORE, the parties hereto agree as follows:

Definitions

"Cyanide Chips" mean photographic film chips that have been contaminated with cyanide.

"Detoxify" or "Detoxification" and "Decontaminate" or "Decontamination" mean to reduce the level of soluble Cyanide by use of standard sodium hypochlorite treatment in accordance with the procedures described on Exhibit A attached hereto to below .01 PPM as measured by the monitoring methods described on Exhibit B attached hereto.

"Effluent" means the effluent generated by the detoxification/decontamination processes.

"Sites" means those locations identified on the Attachments A and B to the Agreed Order.

"Cook County Sites" or "trailer sites" means those locations identified on Attachment A to the Agreed Order.

"Trailers" means those trailers located at the Cook County Sites.

"Dixon Site" means the location identified on Attachment B to the Agreed Order.

"Buildings" means the two buildings identified on Attachment B to the Agreed Order.

The Work

Petrochem shall perform the work (hereinafter the "Work") at the Sites in accordance with the Exhibit A procedures and the Exhibit B monitoring methods. The Work shall consist of the following:

a. The Dixon Site

(1) Groundwater testing to establish background levels, as necessary;

(2) Detoxification of the cyanide chips located within the buildings;

(3) Collection and detoxification of the visible non-embedded cyanide chips located within 50 feet of the boundaries of the buildings;

(4) Detoxification of the cyanide-contaminated surface rainwater, approximately 15,000 gallons, located within the vicinity of the truck loading ramp areas adjacent to the buildings;

(5) Decontamination of the interiors of the buildings;

(6) Upon certification by the IEPA that the above has been completed, replacement of the chips into the buildings; and

(7) Collection and transportation of the effluent to the nearest sanitary sewer in the immediate vicinity of the buildings that discharges to the Green River treatment facilities.

In conjunction with the above Work by Petrochem at the Dixon Site, the IEPA shall act promptly upon the completion by Petrochem of steps (1) - (5) above, to certify that said steps have been completed, so that Petrochem may promptly complete step (6). Moreover, the IEPA, with the assistance of the Attorney General of the State of Illinois, shall make best efforts to make reasonable arrangements with the Green River treatment facilities for the prompt and continual discharge of the effluent to the nearest sanitary sewer in

the immediate vicinity of the buildings that discharges to said facilities.

The Work at the Dixon Site shall not include any handling, testing or treatment other than as described above; specifically, but not limited to, the Work at the Dixon Site does not include any effluent testing other than as described on Exhibit B, any soil testing or groundwater testing, other than as described above, any effluent treatment, soil treatment or groundwater treatment, any handling, testing or treatment of any contents of the buildings other than the cyanide chips, or any handling, testing or treatment of any material surrounding the buildings other than the visible, non-embedded cyanide chips within 50 feet, the certain surface rainwater and the handling and testing of the effluent as described above.

b. The Cook County Sites

(1) Relocation of the trailers within each site to expedite the Work;

(2) Unloading of all cyanide chips from the trailers at each trailer site;

(3) Transportation of any trailer or the chips from any trailer to any other trailer site for detoxification if oral permission is granted by the IEPA;

(4) Detoxification of the cyanide chips;

(5) Collection and detoxification of the visible non-embedded cyanide chips located within the boundaries of the fenced-in areas surrounding each trailer site;

(6) Decontamination of the interiors of the trailers;

(7) Upon certification by the IEPA that the above has been completed, replacement of the chips into the trailers; and

(8) Collection and transportation of the effluent to the nearest sanitary sewer in the immediate vicinity of each trailer site that discharges to the MSD facilities;

In conjunction with the above Work at the Cook County Sites, the IEPA shall act promptly upon the completion by Petrochem of steps (1) - (6) above, to certify at each site that said steps have been completed, so that Petrochem may promptly complete step (7) at each site. Moreover, the

IEPA, with the assistance of the Attorney General of the State of Illinois, shall make best efforts to make reasonable arrangements with the MSD for the prompt and continual discharge of the effluent to the nearest sanitary sewer in the immediate vicinity of each trailer site that discharges to the MSD facilities.

The Work at the Cook County Sites shall not include any handling, testing or treatment other than as described above; specifically, but not limited to, the Work at the Cook County Sites does not include any effluent testing other than as described on Exhibit B, any soil testing or groundwater testing, any effluent treatment, soil treatment or groundwater treatment, any handling, testing or treatment of any contents of the trailers other than the cyanide chips, or any handling, testing or treatment of any material surrounding the trailers other than the visible, non-embedded cyanide chips within the fenced-in areas and the handling and testing of the effluent as described above.

The Schedule

Petrochem shall commence the Work on June 7, 1983 at the Dixon Site and the American Interstate trailer site. The Work at the Cook County Sites shall progress simultaneously with that at the Dixon site in accordance with the estimated schedule outlined on Exhibit C attached hereto.

Payment

The Trustee of the Dixon/Cook County Fund shall make advance payments to Petrochem for services to be rendered. The Trustee of the Cook County Fund shall make advance payments to Petrochem for services to be rendered. Any further payments into the Funds shall be paid over to Petrochem in advance for services to be rendered. Advance payments from the Dixon/Cook County Fund may be applied by Petrochem for any Work performed at any Site. Advance payments from the Cook County Fund shall be applied by Petrochem only for work performed at the Cook County Sites. Charges for Work performed shall be applied by Petrochem against the advance payments on a time and materials basis in accordance with the rate sheet attached hereto as Exhibit D and on a cost basis for any fees or charges incurred by Petrochem for the disposal of any effluent when and as the time is expended, materials supplied, or costs for fees or charges incurred; provided, however, that a reasonable charge for the expected costs of closing down the Work and removing the equipment and materials back to their sources shall be applied by Petrochem in advance. A written account of all charges applied shall be submitted to the IEPA weekly. Upon the completion of the Work and after all charges have been applied, the balance remaining, if any, of the advance payments to Petrochem shall be returned to the Trustees for further Court supervision.

Unanticipated Hazards

Petrochem shall notify the IEPA as expeditiously as possible of any hazard or contamination in or around the Sites that Petrochem becomes aware of in the course of its performance of the Work and that will not be rendered detoxified or decontaminated by the performance of the Work.

Relations with the Media

During the performance of the Work by Petrochem, the IEPA or the Attorney General of the State of Illinois, shall handle all requests from Media personnel for information regarding the activities at the Sites. Petrochem shall refer all such requests during its performance of the Work to the IEPA or the Attorney General.

Modification of the Agreed Order

The IEPA shall request the Attorney General of the State of Illinois to make its best efforts to modify the Agreed Order to increase the amount of money obligated to the Funds to ensure that the Funds will be sufficient to cover the costs of performing the Work.

Ownership

At all times during Petrochem's performance of the Work, the right and title to, and custody of, the chips, the effluent, and the trailers, buildings and sites shall remain with persons other than the parties hereto.

Warranties and Representations

Petrochem warrants that it understands the currently known hazards that are presented to persons, property and the environment in the handling and treatment of the cyanide chips, and that it will handle and treat same so as not to cause a violation of federal, state or local laws, regulations or ordinances.

Petrochem represents that, based upon current information, it expects the effluent from the detoxification and decontamination processes to be acceptable to the MSD; provided, however, that Petrochem cannot warrant same.

Petrochem does not make any representations as to:

(1) the acceptability of the effluent to the Green River treatment facilities;

(2) the recyclability of the detoxified chips; or

(3) the effect that the Work will have upon the value of the cyanide chips, trailers, buildings, or Sites.

The IEPA warrants that it is duly authorized to enter into this Agreement.

The IEPA represents that all IEPA permits necessary to Petrochem for the performance of the work have been or will be issued.

Excuse of Performance

The performance of this Agreement, except for the payment of money for services already rendered, may be suspended by either party in the event the Work is prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood, or sabotage; lack of adequate fuel, power, raw materials, labor or transportation facilities; governmental laws, regulations, requirements, orders or actions; breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; labor trouble, strike, lockout or injunction (provided that

neither party shall be required to settle a labor dispute against its own best judgment). The party asserting a right to suspend performance under this section shall, within 48 hours after he has knowledge of the effective cause, notify the other party of the cause for suspension, the performance suspended, and the anticipated duration of suspension. The party asserting a right to suspend performance hereunder shall advise the other party when the suspending event has ended, and when performance will be resumed.

Independent Contractor

Each party is and shall perform this Agreement as an independent contractor and, as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other party.

Notices

All notices, communications or statements, except for accounts for charges applied, required or allowed hereunder may be made orally, but only to the following:

IEPA: Del Haschemeyer
Jim Kelty

PETROCHEM: Joseph J. Smith
Donald Pavlich

Invoices shall be submitted by personal delivery to Del Haschemeyer or Jim Kelty or by mail, postage prepaid, to same, 2200 Churchill Road, Springfield, Illinois, 62706.

Entire Agreement

This Agreement represents the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same.

Modifications of this Agreement

No agreement purporting to modify, vary, supplement or explain any provision of this Agreement shall be effective unless in writing, signed by the duly authorized representatives of the parties hereto; provided however, the scope or sequence of the Work herein may be modified by oral agreement between (1) Haschemeyer or Jim Kelly of the IEPA and (2) Joseph J. Smith of Petrochem.

Waiver

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound.

Headings

All paragraph headings herein are for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections to which they refer.

Separability

If any section, subsection, sentence or clause of this Agreement shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the Agreement as a whole or of any section, subsection, sentence or clause hereof not so adjudged.

Termination

This Agreement shall terminate upon the following:

1. The mutual agreement of the parties hereto;
2. In the event that all advance payments to Petrochem for services to be rendered have been applied by Petrochem; or
3. By either party, upon 48 hours notice, in the event that Petrochem fails to obtain or maintain any necessary permits, licenses or approvals.

Effective Date

This Agreement shall be effective upon (1) its execution by the President of Petrochem and the Director of the IEPA, ^{and} (2) the entry of a Court Order from the Circuit Court of Cook County approving this Agreement as being in accordance with the Agreed Order, as modified, ^{and} ~~(3) the agreement by the Defendants that they approve of the performance of this Agreement and waive all right to make any claim of any kind whatsoever against Petrochem for an diminution in the value of their assets that may arise from the performance of the Work.~~

Estimates

Petrochem estimates that the Work will require approximately 30 working days to complete and will cost approximately \$375,000. The estimated cost of \$375,000 is further estimated to consist of an estimated cost for the work at the Dixon Site of \$200,000 and an estimated cost for the work at the Cook County Sites of \$175,000. Petrochem represents, however, that it is Petrochem's experience that it is very difficult in jobs of the complexity of the Work described herein to estimate the overall costs of the job prior to commencement of activities on site. The estimates do not include the performance of anything beyond the Work described herein; specifically they do not include that which was stated in the description of the Work to be excluded from the Work. Moreover, they do not include the following:

1. Fees or charges for any discharges of effluent to treatment facilities;
2. Costs for any storage of the effluent;
3. Costs for batch dwell times longer than twenty minutes due to the chips having a pre-detoxification cyanide strength of greater than an average of 300 ppm;

4. Costs for additional safety or precautionary measures for the protection of Petrochem employees or the public caused by the discovery of hazards, upon or around the Sites, different or more severe than the cyanide hazards of which Petrochem is currently aware;

5. Costs for the detoxification of more than 10,000,000 pounds of cyanide chips at the Dixon Site and 6,000,000 pounds of cyanide chips at the Cook County Sites;

6. Costs for the detoxification of more than 15,000 gallons of surface rainwater at the Dixon Site;

7. Any costs arising because of breaches, delays, events beyond its control or other unanticipated events;

8. Any reductions in costs due to the assistance of others in the movement of trailers within a trailer site in accordance with Petrochem direction; and

9. Any reductions in costs due to the IEPA permitting the transportation of chips from any trailer to any other trailer site for expedited detoxification.

IN WITNESS WHEREOF, the parties hereto have
caused this Agreement to be executed by their duly authorized
representatives as of the day and year first above written.

THE ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

BY: Richard J. Carlson
Richard J. Carlson, Director *RJ*

PETROCHEM SERVICES, INC.

BY: Joseph J. Smith
Joseph J. Smith, President

Exhibit A

RECEIVED
JUN 12 1983

WASTE MANAGEMENT
BRANCH
CYANIDE TREATMENT TECHNOLOGY PROCESSING PROCEDURES

Chips

The alkaline chlorination process will be utilized in the removal and oxidation of cyanide from the cyanide chips. Total cyanide concentrations on the chips have been analyzed based on random grab samples.

The process involves the following sequence of operations performed as a batched operation. Approximately equal volumes of chips and water will be vigorously mixed in cement mixers. The pH of the solution will be elevated to approximately 11.5 - 12.5 by addition of 50% sodium hydroxide solution and addition of 12% sodium hypochlorite. The chemical additions will be monitored by means of a pH probe and meter and a ORP (oxidation reduction potential) probe and meter mounted inside each mixer. The ORP meter will control the sodium hypochlorite feed rate to establish formation of the cyanate complex. The pH will be adjusted to 8.0 - 9.0 while the ORP is elevated by addition of sodium hypochlorite to provide excess available chlorine. Reaction times are estimated to require 20 minutes from the time of the sodium hypochlorite addition. This time will vary

depending upon mixing efficiencies, composition and quantity of film emulsions, and amount of interferences (e.g. suspended solids preventing reaction of chlorine with cyanide). Final pH will be adjusted to 7 - 9 by addition of sulfuric acid, as required, prior to discharge of each batch.

The batch of chips will be dumped from the mixer and dewatered by gravity with the effluent drained and collected without treatment for disposal in accordance with the Agreement.

Trailers and Buildings

The trailers and buildings will be decontaminated by application of caustic sodium hypochlorite solution under pressure, followed by water rinse. The effluent will be collected without treatment for disposal in accordance with the Agreement.

Labor Schedule

The above will be performed on a 16 hour per day, five days per week basis.

Exhibit B

ANALYTICAL MONITORING PLAN

RECEIVED
JUN 22 1983
WASTE MANAGEMENT
BRANCH

Petrochem Services, Inc. will perform the following personnel safety, process, and treated materials monitoring during its Work:

1. Free cyanide in the surrounding ambient air will be checked during each batch process using the color indicating tube method.

2. Process wastewater will be checked for soluble cyanide using Method 412E, Standard Methods For The Examination Of Water And Wastewater, 15th Edition, 1980.

3. Treated chips will be examined for soluble cyanide residue in the following manner:

A sample of treated chips will be collected, weighed, and submerged in distilled water. After stirring for 30 minutes, the soluble cyanide content will be measured and recorded. The cyanide-selective Electrode Method will be used to detect the soluble cyanide. The IEPA will be furnished samples for verification and analyses after each day's processing.

4. Sampling logs and testing results will be kept daily and certified by Petrochem's Analytical Supervisor.

Exhibit C

ESTIMATED SCHEDULE
FOR WORK AT
CHICAGO AREA SITES

First 7-10 Days: American Interstate Leasing, Inc. Site
HBE Trailer Corporation
Flexi-Van Leasing
J. Fiorito Leasing (Franklin Park)
J. Fiorito Leasing (Rosemont)

Next 17-19 Days: Eagle Trailers, Inc. Site
Trailers Unlimited (McCook)
Gemini Leasing (Hodgkins)
Livco, Inc.